

AGREEMENT

BETWEEN

THE ESTATES AT BLOOMINGTON

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 663**

Effective January 1, 2021

through

December 31, 2023

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AGREEMENT

This Agreement is made and entered into by and between The Estates at Bloomington, 9200 Nicollet Avenue South, Bloomington, Minnesota, hereinafter referred to as the "Employer," and the United Food and Commercial Workers Union, District Local 663, Minneapolis, Minnesota, and vicinity, hereinafter referred to as the "Union."

Whereas the Employer and the Union each representing that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between Employer and the Union, it is agreed as follows:

ARTICLE 1. RECOGNITION OF UNION

1.1 Sole Representative

The Employer recognizes said Union as the sole representative of all of its non-professional, regularly scheduled employees and licensed practical nurses, within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act and temporary or casual employees (those employees working less than 32 hours a month), for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

1.2 Union Security

All employees covered by this agreement who are now or may hereafter become members of the Union, shall during the life of this agreement, or any renewal thereof, remain members of the Union as condition of employment. All present employees who are not members of the Union shall become and remain members not later than, the thirtieth (30) day calendar day or completion of their sixty (60) day probation period, whichever is applicable, following the execution of this agreement. All new employees shall, not later than the completion of sixty (60) calendar days of employment, become and remain members of the Union during the life of this agreement and any renewals thereof, and will become and remain members in good standing in the Union. Good standing shall be defined as the payment of initiation fees and Union dues and uniform assessments to the Union. Any employee who is delinquent in making the payments is required herein for more than ten (10) calendar days shall be terminated by the Employer upon the Employer's receipt of a written notice from the Union.

1.3 Dues Check-Off

The Employer agrees to deduct union dues, initiation fees, and assessments from the wages of employees in the bargaining unit who provide the Employer with voluntary, written authorization which shall not be revocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of employees so authoring twice each calendar month and shall be transmitted to the Union no later than fourteen (14) days after the deduction. In the event that no wages are due the employee, or that they are insufficient to cover the desired deduction, the deduction shall nevertheless be made from the wages of adequate amount next due the employee shall thereupon be transmitted to the Union. Together with the

transmittal of deductions referred to above, the Employer shall furnish the Union with a list of employees for whom deductions were made.

The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund, upon request by the Employer.

The Employer assumes no obligation, financial or otherwise, arising out of any provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions required by the Union and made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.

The Employer agrees under the contract requirements above to provide a new employee with a Union Membership Application and Dues Authorization at the time of hire.

The Employer agrees to collect complete membership applications and forward them to the Union on a monthly basis.

1.4 Probation

New employees shall be classified as probationary employees during the first sixty (60) days of their employment; and during said probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without cause. The sixty (60) day probationary period may be extended on a case-by-case basis by mutual agreement between the Employer and the Union. Timely requests by the Employer for 30-day extensions of probation will not be unreasonably denied by the Union. Except as otherwise limited within this Agreement, all provisions of the Agreement apply to probationary employees.

1.5 Union Visits

The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of the Employer thereat, provided that such visitation is on non-work time and does not interfere with the proper conduct of employees' duties and care of the patients or residents and is in non-work areas unless agreed otherwise by the Administrator or Department Head when the representative reports in to such individual at the beginning of the visit. The visit must not interfere with the proper conduct of the employee's duties and care of the residents.

ARTICLE 2. MANAGEMENT RIGHTS

The management of the nursing home and the direction of the working forces, including all the responsibilities, powers, and authority, except as they are specifically relinquished or modified in this Agreement, are the sole and exclusive rights and responsibilities of the Employer. Such rights shall include, but not be limited to, the rights to:

1. Plan, direct and control operations and procedures;
2. Determine and schedule services to be performed, the schedule and the number of hours of work and work shifts, subcontract work, established job classifications, work assignments and any other matters necessary for the conduct of its operations and business;

3. Hire, promote, demote, layoff, transfer, discharge or discipline for just cause;
4. Determine the number of employees in any classification;
5. Introduce new or improved methods, supplies, equipment or facilities to be utilized;
6. Make and enforce reasonable rules for the efficient conduct of its business and the maintenance of the discipline and efficiency of the working forces;
7. Determine quality and quantity of work performed;
8. Maintain and improve efficiency;
9. Determine methods of compliance with federal and state regulations affecting nursing homes;
10. Discontinue jobs because of valid management and economic reasons; and
11. Decide employee qualifications consistent with federal and state standards.

ARTICLE 3. PAY PERIODS

3.1 Pay Periods

Pay periods begin with the beginning of the first shift on the first day of the pay period and terminate at the end of the last shift on the fourteenth (14th) day. Employees shall be paid every two (2) weeks or more often.

3.2 Payroll Errors

Payroll errors, if any, in the computation of an employee's paycheck of \$50.00 or more shall be corrected within seven (7) days after the error is presented to and verified by the Employer and/or the employee. Errors of less than \$50.00 shall be corrected on the employee's next paycheck.

ARTICLE 4. CLASSIFICATION OF EMPLOYEES

4.1 Classifications

Employees shall be classified as follows:

1. Full-time employees are those employees regularly scheduled to work at least sixty (60) hours in a two (2) week period.
2. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a two (2) week period and more than 32 hours per month.
3. Temporary and casual employees are those employees who work less than a thirty-two (32) hour per month schedule of hours. Any employee working more than thirty-two (32) hours per month

for more than two (2) months will be considered regularly scheduled and will become a bargaining unit member.

4. The Employer will be able to hire "Summer Replacement Employees" during the period of time from January 1 through March 31 and May 15 through August 15. These employees will be allowed to work up to a maximum of 90 calendar days during this period and will not be subject to the collective bargaining agreement. No current employee on the payroll at the start of this period each year may have their hours reduced or changed to accommodate the hiring of these employees.

ARTICLE 5. HOURS OF WORK

5.1 Workday

A normal full-time workday shall be between seven and one-half (7.5) and eight (8) working hours. A normal full-time work schedule shall be between sixty (60) and eighty (80) working hours per two (2) week pay period.

5.2 Work Schedules

Work schedules shall be posted in ink or by photocopy at least two (2) weeks prior to the start of the pay period. Schedule changes requested by an employee must be approved in advance by the supervisor. When schedules are changed, an employee shall not be changed from one shift to another (for example, from a day shift to a night shift) as a disciplinary measure.

The Employer will post the schedules for Thanksgiving, Christmas, and New Year's at least four (4) weeks in advance of the start of the pay period that includes these holidays.

5.3 Weekends

Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4), except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or by mutual agreement between the Employer and the employee.

5.4 Breaks Between Shifts

Schedules shall provide employees with eight (8) hours rest between shifts, except in cases of emergency, or the employer will pay time and one-half (1½) for the shift following the break of less than eight (8) hours, except where mutually agreed upon in writing between the employee and the Employer, or in the case of in-service training sessions.

5.5 Consecutive Days

Employees shall not, except upon their mutual agreement in writing with the employer, work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days.

5.6 Four-Hour Minimum

An employee reporting for work at their regular scheduled starting time who has not been previously notified not to report to work shall receive a minimum of four (4) hours work for that day or four hours straight time pay in lieu thereof, except in the case of in-service training sessions or except by mutual agreement in writing between the employee and the Employer.

5.7 Overtime Pay

Overtime pay shall be one and one-half (1½) times the regular rate of pay. All employees shall be paid overtime pay for all hours over eight (8) hours per workday, eight (8) consecutive hours or eighty (80) hours in a two (2) week period. Overtime payments shall not be pyramided. Employees shall not be required to take time off in lieu of overtime pay.

5.8 Notice When Unable to Report to Work

Employees shall be required whenever reasonably possible to give the Employer advance notice when they are unable to report to work, on the following basis: one and one-half (1½) hours or more for first shift (a.m.) and third shift (nights); and three (3) hours or more for the second shift (evening).

5.9 Call-Ins

Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours pay or actual hours worked, whichever is greater, at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. This does not apply to in-service training sessions. Employees who are called in for a shift other than their scheduled shift will be paid for the whole shift up to eight (8) hours provided upon accepting the shift they inform the employer what time they will be able to make it to work and it is mutually agreeable.

5.10 Split Shifts

Split shifts shall not be used as a routine method of scheduling, except at those times when such method is mutually agreed upon between the employee and the Employer.

ARTICLE 6. WAGES

6.1 Hours Worked

Any hour paid directly by the Employer except for overtime premium pay for hours not worked (Example: the ½ time in the 1½ overtime pay) shall be considered an hour worked for purposes of computing any employee benefits under this Agreement.

6.2 New Classification

If any new classifications covered by this Agreement are instituted, the rate of pay shall be negotiated at that time.

6.3 Experience Credit

The wage ranges in this Agreement are minimums, which may be adjusted based on employee experience. The Employer agrees that new employees will be hired at the maximum to the appropriate range on the pay scale. Said scales are to be applied uniformly both to future hired employees as well as to existing employees, based on their applicable prior experience as determined on an equitable basis by the Employer.

Previous experience not verified prior to employment will only be recognized going forward.

6.4 Promotions

Employees who are promoted to a higher paying position shall receive a wage increase equal to the difference between the starting rates of the two (2) job classifications as per the wage scales established in this Agreement.

6.5 Minimum Wage Scales

The following shall be the minimum hiring ranges effective January 1, 2021 through December 31, 2023.

Years	New Hire LPN	New Hire CNA	New Hire Culinary Service Aid	New Hire Cooks and Maintenance
0	\$22.00	\$15.35	\$11.75	\$13.80
1	\$22.45	\$15.60	\$12.00	\$14.20
2	\$22.75	\$16.00	\$12.50	\$14.65
3	\$23.00	\$16.50	\$12.75	\$15.05
4	\$23.50	\$16.75	\$13.00	\$15.45
5	\$24.00	\$17.05	\$13.25	\$15.85
6+	\$24.25	\$17.35	\$13.50	\$16.25

6.6 Temporary LPN Positions

LPNs who are temporarily assigned the positions of Nurse Manager or Evening House Supervisor shall receive an additional fifty-five cents (\$.55) per hour for all hours worked in said temporary positions.

6.7 Wage Increases

All employees will use their years of service to slot onto the new scales. From that point on all employees' progress by years of service.

There will be a one dollar (\$1.00) increase to all LPNs on or above scale effective January 1, 2021.

There will be a sixty cents (\$0.60) increase to all CNAs on or above scale effective January 1, 2021.

There will be a four percent (4%) increase for all Culinary Service Aids on or above scale effective January 1, 2021.

There will be a three percent (3%) increase for all Cooks and Maintenance on or above scale effective January 1, 2021.

6.8 Preceptor Pay

All employees who work as a preceptor shall be paid an additional fifty cents (\$.50) per hour for all hours worked as a preceptor.

6.9 TMA Premium

All TMAs will receive a \$1.00 per hour premium for all hours worked as a TMA.

6.10 Shift Differentials

LPNs will receive a \$1.50 per hour shift differential for evenings, and a \$2.00 per hour shift differential for nights.

CNAs will receive a \$.75 per hour shift differential for evenings, and a \$1.25 per hour shift differential for nights.

6.11 Wage Reopeners

There will be wage reopeners in December 2021 and December 2022 with a January 1st effective date for wage increases.

ARTICLE 7. HOLIDAYS

7.1 List of Holidays

The following days shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

7.2 Floating Holiday

In addition, employees shall receive a floating holiday on January 1 of each year following their first anniversary, which must be used in the following calendar year. The scheduling of the floating holiday shall be upon the mutual agreement of the employee and the Employer. Employees shall request such holidays on a form to be provided by the Employer, and the Employer shall respond on this form to the employee within fourteen (14) days.

7.3 Christmas Day and New Year's Day

On Christmas Day and New Year's Day, the holiday will be observed as a 24-hour period commencing with the start of the evening (p.m.) shift on the preceding day.

7.4 Premium Pay

Non-probationary employees working on any of the above holidays shall receive double time their regular rate of pay for such time worked (for example, an employee who works nine [9] hours on July 4th will be paid for eighteen [18] hours) except that on Thanksgiving and Christmas, they shall receive double time and one-half starting in 1990. Such premium pay may not be counted toward nor pyramided with overtime. If an employee has not completed their probationary period, they will receive their regular rate of pay for hours worked on the holiday.

7.5 Holiday Pay

Full-time employees who do not work on a holiday shall receive one day's pay at their regular straight time rate of pay as holiday pay, provided they have completed their probationary period. Part-time employees with five (5) or more years of service and who do not work on the holiday shall receive four (4) hours of pay at their regular straight time rate of pay.

7.6 Part-Time Employees

Part-time employees who have five (5) years of service or more and who do not work on a holiday shall receive four (4) hours pay at their regular straight rate of pay. Any part-time employee with fewer than five (5) years of service shall not receive holiday pay.

7.7 Part-Time Employees Floating Holiday

Part-time employees will receive one floating holiday with pay after one year of service.

7.8 Eligibility for Holiday Pay

In order to be eligible for holiday pay, per Section 7.5, an employee must have worked the regularly scheduled workday before and the regularly scheduled workday after the holiday, except in case of excused absence of illness, where evidence of such illness from a physician satisfactory to the Employer is furnished by the employee.

7.9 Absence or Illness on Scheduled Holiday

Employees who are scheduled to work on a holiday but who do not work on the holiday shall not receive holiday pay, except in case of excused absence or illness, where evidence of such illness from a physician satisfactory to the Employer is furnished by the employee.

7.10 Previous Employee Now on Probation

An employee who has been previously and continuously employed by The Estates at Bloomington for more than ninety (90) days, but who is now a probationary employee under this Agreement, shall not be considered a probationary employee for purposes of the Holiday provisions of this Agreement.

ARTICLE 8. SENIORITY

8.1 Date of Hire

Seniority shall be based on continuous service with the Employer from date of hire. The date of hire shall be the first day for which the new employee is paid. In the event that two (2) or more employees were hired on the same date, seniority shall be based upon total hours worked since most recent date of hire.

8.2 Layoffs

Employees shall be laid off by inverse order of seniority within the affected departmental job classification and recalled in reverse order (the last laid off in a job classification is the first recalled), provided the remaining employees are qualified to perform the available work. An employee so laid off shall have the right to exercise their seniority by bumping back into a position which he or she had previously held within this facility, provided the employee's most recent evaluation in this position had been satisfactory, and there is currently an employee of lesser seniority employed in such a position. Any employees so displaced shall have the right to similarly bump less senior employees in the department.

Temporary cutbacks for all departments except nursing will be for a period no greater than six (6) weeks, and if greater than six (6) weeks, the Union and Management shall meet to discuss further reductions to be by seniority. Employees who are temporarily cut back may use their vacation hours to subsidize their loss of income due to the temporary reductions.

8.3 Seniority List

The Employer shall send the seniority list to the Union every six (6) months.

8.4 Controversies

Controversies arising over seniority standing are subject to the grievance procedure.

ARTICLE 9. JOB VACANCY

9.1 Job Vacancy

1. In the event of a job vacancy involving the availability of a position in the bargaining unit which the Employer intends to fill, the Employer shall give written notice of such job vacancy by posting upon an appropriate bulletin board a notice for at least seven (7) calendar days (to include at least one [1] Saturday or one [1] Sunday) that such job vacancy exists. During this time employees interested in the vacancy may submit a written application to the department supervisor.
2. Full-time and part-time employees shall have an equal and the first opportunity to apply for such vacancies.
3. The Employer shall review and evaluate the qualifications, ability, physical fitness, and overall work record of each applicant. When these four (4) factors are relatively equal, the applicant having the greatest seniority shall be awarded the vacancy.

4. If the vacancy is not filled from within the department through the posting requirement, then the vacancy will be filled from outside of the department. The Employer may temporarily fill vacated positions until permanent job assignments are made.
5. Employees granted a transfer to a different position shall enter a ten (10) scheduled workday window period. During this ten (10) day window period, the Employer shall have the right to evaluate and choose to return the employee to his or her previous position; and the employee shall have the right to choose to return to his or her previous position. Seniority, hours since hire, and accrued benefits will transfer without loss.

9.2 Additional Hours

Employees desiring additional hours of employment shall advise the Employer in writing of their desire of such additional hours. In the event hours become available in a department other than a position to be posted as above, the Employer will offer such hours, up to a normal full-time work scheduled as defined in this Agreement, to employees in the department who have so requested in order of seniority provided that:

1. Employees who have been reduced in hours during the previous twelve (12) months will be offered such hours on a seniority basis, up to their previous number of hours prior to the reduction, provided that those hours are available on the shift in which they were reduced and can all be added to the employees schedule;
2. Such employees are not regularly scheduled so as to create overtime payment obligations under the overtime article of this Agreement; and
3. All available hours not taken by requests may be filled by any method at the discretion of the Employer; provided, however, the Employer shall make a reasonable attempt to utilize bargaining unit employees for the hours not taken by request. It is understood that the Employer is only obligated to offer hours that, in the opinion of the Employer, are available; and that the Employer is under no obligation to create additional hours of work to bring an employee up to or exceeding the number of hours normally provided to full-time employees. If the Employer decides to offer premium pay to employees for additional hours, this offer shall also be made according to the above procedure.
4. Once added to the schedule, if an additional shift assigned to an employee is then removed from the schedule with less than six (6) hours advance notice, the employee shall receive four (4) hours pay at their straight time rate.

ARTICLE 10. TERMINATION OF EMPLOYMENT

10.1 Suspensions, Demotions or Discharges

The Employer agrees that in the case that a suspension or termination meeting of an employee is going to be scheduled in advanced, the facility will notify a Union Representative. In cases that determine immediate suspension or termination needs to be done, the facility will move forward without notifying the Union. Employees shall be allowed to include their own written accounts and rebuttals to all Employer generated documents in employees' personnel files. Employees shall be paid for scheduled time lost during investigatory suspensions if the allegations are found to be not true. In the event that the Union

Representative is not notified prior to the suspension or discharge, the Facility will notify the Union within 72 hours of the discipline.

Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless received by the Administrator or Acting Administrator in writing within ten (10) calendar days after the suspension, demotion or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

10.2 Resignations

Employees electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may request to leave sooner provided competent replacement can be made by the Employer. The Employer will furnish printed forms for employees' use in resignation.

10.3 Two-Week Notice

The Employer shall give regular full-time employees two (2) weeks written notice of termination, not including layoff subject to recall, or two (2) weeks' pay in lieu thereof, except in the case of a discharge for just cause.

10.4 Failure to Report

If an employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided, however, that if such employee can within three (3) days furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without break in service record. This clause is for emergency circumstances only.

10.5 Just Cause

It is mutually agreed by the Employer and the Union that just cause for termination shall include but is not limited to: resident neglect or abuse, dishonesty, insubordination, job abandonment, or reporting for work or working while under the influence of alcohol, chemicals, drugs or other intoxicants.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1 Complaints, Disputes, Controversies or Grievances

All complaints, disputes, controversies, or grievances arising between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the manner provided herein.

An employee with or without his/her steward may submit a grievance orally to the employee's supervisor and must identify a grievance as such. The supervisor shall give the employee an oral response to the

grievance within ten (10) workdays following the date the grievance was presented. If the grievance has not been settled by oral discussion, the following procedure will apply:

For purpose of this Article, a workday is a day other than Saturday, Sunday or a holiday recognized by this Agreement. Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step 2 of this procedure within seven (7) workdays following the suspension or discharge.

11.2 Formal Steps

Step 1: The grievance must be presented in writing to the employee's department head no later than ten (10) workdays after the occurrence of the event which led to the dispute or the date on which the employee should reasonably have known of the event. The written grievance shall state the Article and Section of the Agreement alleged to have been violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed and dated by the employee or the Union Representative involved. The department head will answer all written grievances in writing within ten (10) workdays.

Step 2: If the grievance is not settled in Step 1, the written grievance must be submitted to the Administrator within five (5) workdays following receipt of the answer from the department head. The Administrator shall reply in writing to the employee and the Union Representative within five (5) workdays after receipt of the grievance. At the Union's request the Administrator should meet to discuss the grievance prior to replying to the grievance. If both parties agree to such a meeting, the meeting should be held expeditiously.

Step 3: If the grievance is not resolved above, the aggrieved employee and/or Union shall submit the written grievance to the Employer's Division Manager, Human Resources, or designee, within five (5) days of receipt of the response from the Administrator.

Step 4: If the grievance is not resolved above, then either the Union or the Employer, on a case-by-case basis, may petition the State of Minnesota Bureau of Mediation Services no later than ten (10) workdays after the receipt of the answer in Step 3. Either party may give written notice to the other party of their intent to bypass this mediation step, in which case the grievance may be advanced to arbitration as provided pursuant below.

11.3 Arbitration

If the grievance is not settled under Step 4 above, then either party, within ten (10) workdays following the termination of mediation or forty-five (45) days from initiation of the grievance, whichever is later, may:

1. Submit the matter to the FMCS for a list of seven (7) arbitrators, and the parties shall select therefrom one arbitrator as follows:

Beginning within seven (7) workdays of the receipt of the list, the Union and the Employer, in that order, shall each alternately strike one name until six (6) names have been eliminated and the one person whose name remains shall be selected arbitrator. The above order of striking arbitrators shall apply for the first arbitration under this Agreement. Thereafter the initiation of the strike process shall be done on an alternating basis.

2. In the further event, should one party fail to participate in a scheduled arbitration proceeding, the other party may proceed unilaterally, and the decision of the arbitrator shall be final and binding upon all parties.
3. The arbitrator shall have no authority to amend, alter, change, or set aside any of the terms of this Agreement. The award of the arbitrator shall be made within thirty (30) days from the date of the arbitration.
4. The fees and expenses of the arbitrator shall be born equally by the Employer and the Union and all other expenses will be paid by the party incurring them.

11.4 Miscellaneous

The retroactive effect of an award of back pay shall be limited to sixty (60) days prior to the time the grievance is filed.

The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

If the Union fails to process the grievance at any step within the above limits, the grievance shall be deemed to have been withdrawn. If the Employer's designated representative fails to answer a grievance within the specified time limits, the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure.

All notices required herein shall be in writing.

ARTICLE 12. PAID TIME OFF (PTO)

Accrual Effective Date	Accrual Rate Per Hour	Annual PTO Hours (Based on 2,080 Hours Per Year)	Maximum Available Hours
Date of Hire	0.0500	120	300
1 st Anniversary Date	0.0538	128	300
2 nd Anniversary Date	0.0576	136	300
3 rd Anniversary Date	0.0614	144	300
4 th Anniversary Date	0.0652	152	300
5 th Anniversary Date	0.0690	160	300
6 th Anniversary Date	0.0728	168	300

12.1 All regular and intermittent scheduled employees are eligible for Paid Time Off (PTO) after 90 days of employment.

12.2 The balance that is available to you is made up of Carryover and Accrued amounts. Please see your HR Director or representative if you would like a breakdown of your balance. Carryover is the amount that you have remaining in your balance at the time of your anniversary each year. At the time of your anniversary, this balance becomes earned and is eligible for payout (less any taken). Accrued time is the amount that is added to your available balance each payday and becomes immediately

available for use. It is not considered earned and eligible for payout until you reach your next anniversary date.

12.3 Requests should generally be made as much in advance as possible. Requests must be submitted two (2) weeks prior to the posting of the schedule. A twenty-four (24) hour notice may be given if employee, with prior approval, finds their own replacement for their entire shift and the replacement does not incur overtime. Department Directors must submit request a minimum of twenty-four (24) hours in advance. Requests are usually granted based on date the request is submitted, staffing levels, and other work requirements.

12.4 Employees must use PTO for all requested time off, with the exception of military leave. If an employee does not report for a scheduled shift or is absent for more than two (2) hours of a scheduled shift, available PTO is required for the hours absent.

12.5 Prior approved PTO will be revoked if no PTO is available at time of use. An employee may not borrow against future PTO accruals or carry a negative balance. PTO is applicable only for scheduled work hours.

12.6 For employees with at least one (1) year of service, upon approved transfer to on call and satisfaction of posted schedule requirements, carryover PTO less taken will be paid. Accrued hours are not available for payout. PTO cannot be used for requested days off on the posted schedule, after employee has been approved to transfer to on call. Prior approved PTO requests will be revoked.

12.7 For employees with at least one (1) year of service, upon voluntary termination and satisfaction of 30-day resignation notice requirements, carryover PTO less taken will be paid on employee's last paycheck. Accrued hours are not paid upon resignation. PTO cannot be used during an employee's notice period unless employee agrees to extend notice period by the number of PTO days taken during notice. If notice period will not be extended, prior approved PTO requests will be revoked.

12.8 Any employee who has reached one (1) year of employment may cash out a portion of available PTO balance according to Monarch Benefits Guidelines. The corporate office will send communications to Human Resources when this opportunity will be offered.

12.9 PTO will be paid on the payroll period in which the time off occurs. PTO hours are updated each biweekly pay period. PTO will be paid at an employee's base wage. Requests for PTO shall be honored on a first come, first granted basis. PTO hours are considered wage replacement for times when employees are granted a request to be away from work for personal reasons and are not meant to be considered earned compensation. PTO hours are not earned until the hours are available and used.

12.10 Arrangements for Vacation

Arrangements for vacation must be made in a timely fashion and with the approval of the Employer. Every effort will be made to grant vacation at the time requested, provided, however, it does not affect the operations of the facility in a detrimental manner. Requests for vacation must be submitted to an employee's supervisor at least four (4) weeks prior to the requested vacation period, except in the case of a bona fide emergency.

The parties agree that the Employer has the right to limit vacations but will not block out specific weeks. A vacation request calendar will be posted from January 1 through February 15, during which time

seniority shall be the deciding factor. The approved seniority schedule will be posted by March 1. After March 1 all vacation requests shall be granted on a first-come, first-served basis. Vacation requests submitted October 1 through November 15 for January 1 through March 1 of the upcoming calendar year shall be approved on a seniority basis. Employees will be limited to using their seniority for vacations during Christmas week once every five years. Employees may exchange scheduled vacation time with other employees with the approval of the Executive Director or Director of Nursing. The Employer agrees to allow a minimum of three (3) employees off in a given week—one (1) in each classification, and one additional NAR provided they are not on the same shift.

12.11 Pay Prior to Vacation

Employees shall be paid their vacation before starting their vacation, provided this request is made three (3) weeks prior to the start of the vacation.

ARTICLE 13. REST PERIODS AND LUNCH PERIODS

All employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods shall be on the employee's own time and rest periods on the Employer's time. Rest periods for individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's nursing home or health care facility. Employees shall only be required to take the one-half (1/2) hour unpaid lunch break if scheduled to work a shift of six (6) hours or greater.

ARTICLE 14. LEAVE OF ABSENCE

14.1 Jury Duty

Non-probationary employees who are called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with jury duty pay, does not equal regular pay, the Employer will make up the difference for a maximum period of fifteen (15) calendar days annually, which occur within a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during the hours when court is not in session. An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period served on the jury, not to exceed fifteen (15) calendar days annually. Probationary employees are not eligible for jury duty pay.

14.2 Funeral Leave

A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, spouse, children, brothers, sisters, current mother-in-law and father-in-law, grandchildren, stepchildren, domestic partner, or any person for whom the employee is/was the deceased's legal guardian. Such leave shall be the day of the funeral or memorial service and the days before and after unless different days are agreed to between the employee and the Employer. The employee must attend the funeral/memorial service in order to receive funeral leave. Probationary employees are only entitled to one (1) day funeral leave, on the day of the funeral.

14.3 Medical Leave

After the completion of an employee's probationary period, he/she will be eligible for an unpaid medical leave. The request for a medical leave must be written and submitted to the Employer within a reasonable time in advance of the desired commencement date. The written request must be accompanied by a physician's statement documenting the medical necessity for the leave, including an estimate of the approximate length of time of the absence and the intended commencement date, and in case the leave commencement date is not imminent (such as pregnancy), the date it is no longer safe for the employee to perform the full range of duties. An unpaid leave of absence will be granted for a period of time agreed upon between the employee and the Administrator. However, upon written request by the employee, certified in writing by a physician, a medical leave may be extended for a reasonable period of time as agreed upon between the Administrator and the employee, beyond the agreed-upon ending date of the original leave in the event of a medical necessity which endangers the employee's health.

Accumulated sick days must be applied before the leave of absence begins. All earned and unused vacation shall be applied to any medical leave of more than ninety (90) days duration. Prior to this, the application of vacation days to medical leave is at the discretion of the employee, provided the employee requests this in a timely fashion that permits crediting to the appropriate payroll. In any event, the employee must begin using sick days, vacation, or commence the leave of absence no later than the date the employee's physician has stated it is no longer safe for the employee to perform his/her full range of duties.

If the employee chooses to return to work early, prior to the originally agreed-upon ending date of the leave, he/she must give the Administrator thirty (30) days written notice of desire to return.

Prior to return to work, the employee must furnish the Administrator with a report from the physician certifying that he/she is capable of performing the full range of duties to which he/she is assigned.

No wages are paid during a medical leave and all benefits are suspended, except that seniority will continue to accrue.

Upon return from medical leave, an employee will be returned to his or her same position, shift and hours if the leave is ninety (90) days or less. If the leave is more than ninety (90) days, the Employer need only return the employee to the same position/job classification, except that an additional thirty (30) days of guaranteed return to the same shift and hours may be granted in writing at the discretion of the Administrator.

14.4 Personal Leave

An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Administrator, Acting Administrator, or other personal designated by the Employer.

14.5 Parental Leave

Minnesota Parental Leave

In accordance with Minnesota Statutes, an employee who has at least twelve (12) months of service and averages fifteen (15) hours or more per week may request up to six (6) weeks of unpaid leave for the birth or adoption of a child. Such leave can be taken any time before or after the birth or adoption but may

begin no later than six (6) weeks after the birth or adoption. Upon return from such leave, an employee is entitled to their former position or a position of comparable duties, number of hours and pay.

Federal Family and Medical Leave Act

In accordance with the federal Family and Medical Leave Act (FMLA), employees shall be entitled to up to twelve (12) weeks of unpaid leave during any calendar year for the following reasons:

1. The birth of a child, and in order to care for that child;
2. The placement of a child with the employee for adoption or foster care;
3. The care of a spouse, child, or parent who has a "serious health condition;" or
4. The employee's own "serious health condition" which makes him or her unable to perform the functions of the job.

Employees are not required to take twelve (12) consecutive weeks of leave, but instead may take leave on an intermittent basis.

The employer will maintain health care payments for employees who were covered prior to the leave for up to twelve (12) weeks.

Employees who have accumulated sick leave and vacation may use either during these leaves.

The language of this section on Family Leave is meant to inform employees of basic rights described in the Family and Medical Leave Act of 1993. The specific application of that law to use of this leave shall be determined by the language of the Act, federal regulations interpreting the Act, and The Estates at Bloomington required policies and procedures.

14.6 No Change of Anniversary Date

An employee shall not have an anniversary date or date of hire changes because of leave of absence.

14.7 Unpaid Leave of Absence

Unpaid leaves of absence shall not be computed as working time for the purposes of computing vacation allowances, pay or other purposes under this agreement.

ARTICLE 15. HEALTH AND SAFETY

The Employer agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions, and accidents brought to its attention and promptly remedy all hazards and unsafe conditions its investigation reveals.

There shall be up to two (2) UFCW Local 663 members with a Union Representative selected by the Union to participate in Monarch's Health and Safety Committee. The Company shall choose two (2) representatives of its own. This committee will be responsible for reviewing all safety incidents, concerns, planning and evaluation, and will make recommendations for corrective action and improvements. This committee shall meet quarterly, scheduled around business needs, not to exceed three (3) hours in length, with minutes and action items to be posted in the facility.

ARTICLE 16. INFECTIOUS DISEASE PREVENTION

A. The Employer and the Union recognize the importance of maintaining and protecting the health of employees and patients and patients within the Facility and throughout the community. The Employer shall maintain infectious Disease program and policies in compliance with state and/or federal regulations. Policies and procedures related to infectious diseases shall be readily accessible to all employees.

B. **Personal Protective Equipment:** The Employer will provide adequate and appropriate personal protective equipment, unless unavailable due to supply chain shortages, and appropriate training on its use. It is the responsibility of the employee to properly utilize the appropriate protective equipment once trained.

The employer will train employees during paid work time how to properly put on, remove and dispose of PPE.

The Employer will provide employees adequate paid work time to put on, take off and dispose of PPE.

C. **Pandemic Specific Agreements:** In the event that the peacetime emergency is a pandemic, the Employer agrees to:

1. Maintain a confidential log of employees who are ill, have been tested if applicable, are quarantined, are on leave, or are eligible for government provisions during the peacetime emergency. Employees are required to alert employer as to testing status.
2. Regular communication with employees regarding decisions that affect the workplace, provisions to address the declared peacetime emergency, local and state-wide guidelines that are related to the declared peacetime emergency, and other necessary information.
3. The Employer will alert employees who shared workspace with an employee who tests positive as long as doing so does not violate the privacy rights of the employee who tested positive.

4. Inform employees of eligibility for available leaves under government provisions and/or the contract, including the Employees must inform the employer of their need for leave.

Continuation in Working Conditions and Benefits

Employee Status: All employees who during the declared peacetime emergency who the Employer lays off or whose hours the Employer reduces will maintain their status as employees of the Employer as is provided for in the provisions of this agreement including leave allotments, recall rights from layoff, continuation of seniority, maintenance of wage rate and restoration of leave upon recall from layoff.

ARTICLE 17. MINIMUM STANDARDS

No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits not part of this Agreement which were previously mutually agreed upon between the Employer and an employee, except for benefits which may have increased or decreased as a result of the execution of this Agreement. Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not otherwise violative of this Agreement or State or Federal laws.

ARTICLE 18. NO STRIKE/NO LOCKOUT

There shall be no strike, work stoppage, picketing or lockout during the term of this Agreement.

ARTICLE 19. SEVERABILITY

19.1 Force and Effect

If any part of this Agreement is held to be in violation of any Federal or State law, the provisions held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

19.2 Invalidation

In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

19.3 Successorship

In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Collective Bargaining Agreement. The new Employer shall recognize the

Union and the Agreement with all its provisions and grant to all Employees all rights and benefits provided. The new Employer shall have the contractual probationary period applied to all Employees including the extension if the Employer has reasonable doubt of an Employee's performance.

ARTICLE 20. BENEFIT PLANS

20.1A The Estates at Bloomington Group Health Plan

Eligible full-time employees may participate in the The Estates at Bloomington Group Health Plan on a corporate-wide basis. The specific benefits of the plan, as well as the plan itself, are subject to change or improvement at the Employer's sole discretion, including the amount paid or coverage of such plans by the Employer and employees who elect coverage. In the event such changes or improvements occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly notify the Union in advance of the changes or improvement and the effective date thereof. The current level of Employer contribution is seventy-five percent (75%) of single employee coverage.

20.1B Group Life Insurance

The Employer shall continue to provide, at no cost to full-time employees, a life insurance policy that pays up to \$10,000.00. The actual life insurance payout will be determined at the time the claim is filed, and in accordance with the plan document.

20.2 Dental Coverage

Eligible employees may enroll in the The Estates at Bloomington Dental Plan in accordance with the provisions of said plan, provided the employee pays the full premiums for such. All details of this plan, including specific benefits and premiums, are subject to change at the Employer's sole discretion.

20.3 The Estates at Bloomington 401k Savings Plan

Upon completion of one (1) year of service, employees may participate in the The Estates at Bloomington 401(k) Plan. This plan and plan benefits are subject to change. In the event that such changes occur during the life of this Agreement, the Employer need not seek the Union's prior agreement, but the Employer will promptly advise the Union in advance of such changes or improvements and the effective date thereof. The Company will match employee contributions according to Monarch Benefits Guidelines.

ARTICLE 21. NONDISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union will discriminate against any employee covered by this Agreement on account of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, status with regard to public assistance, or handicap.

ARTICLE 22. HEALTH PROGRAM

- A. The employer will provide, without cost to all employees, any vaccines that are deemed a condition of employment.
- B. In the event test is required by the Minnesota Department of health for infection control, the Employer agrees to provide testing to all Employees at no cost to the Employee. With the understanding that Employee may be required to submit health insurance information to the facility so it can be billed to the health plan. Any employees that do not have any health insurance will not be billed.

ARTICLE 23. MISCELLANEOUS

23.1 Lobby Day

The Employer will allow up to two employees (one nurse and one CNA) one day each to lobby at the Capitol for long-term care. The day will be with pay and a report will be made by the two employees at the next Labor-Management meeting. The employees must give a minimum 30-day notice.

23.2 Labor-Management Meetings

The Employer agrees to schedule Labor-Management meetings to address scheduling issues/mandation, supplies and inventory, and training opportunities. Labor-Management meetings shall be set at the discretion of the Union and the Employer.

23.3 Labor Conventions

The Employer agrees to grant the necessary time without pay and without discrimination to any employee covered by this Agreement designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business.

23.4 Orientation

The Employer agrees that it will permit union representatives and/or stewards to attend all orientations to discuss for at least fifteen (15) consecutive minutes the benefits under the agreement and of union membership. The Employer agrees to provide the union advance notice of the dates, times and locations of all orientation sessions and provide a list of workers including name, address, home number, cell number, email, department, job classification, date of hire, social security number, wage rate, work location, hours and company employee ID number.

23.5 Amendments

This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the agreement by addendum and signed by both parties.

23.6 Staffing

The Employer agrees to continue scheduling employees so as to maintain staffing at or above State Minimum Standards. The Employer will endeavor to staff each department on each shift so as to provide

adequate employees to accomplish all necessary tasks required by the Employer. Staffing and scheduling shall be proper subjects for discussion at Labor-Management Meetings, and the Employer shall give due consideration to all such complaints. In addition, it is understood that employees may fully exercise their citizen's rights to appeal to government agencies regarding such issues.

23.7 Training

Nursing assistants will not be required to train new employees other than general introduction to the facility and its practices, unless there is an offsetting reduction in workload made, which allows sufficient time for such training.

23.8 Special Incentive Programs

The Employer and the Union recognize that from time to time, due to ever-changing staffing, legislative, and safety needs, and requirements of operating a healthcare facility, and, occasionally, due to circumstances beyond anyone's control, the Employer may initiate, change, or terminate, at its sole discretion, any special incentive programs as it sees fit, to address these needs which may be necessary to maintain the efficient operation of the facility. Any special incentives made available shall exceed the minimum requirements of the Agreement and shall be applied in an equitable fashion to all employees deemed eligible under the terms and conditions established by the Employer.

The Union will be notified in writing prior to the initiation, change, or termination of any such special incentives program, except when the initiation or change of a special incentive results from emergency situations.

23.9 Uniforms

The Employer shall supply two (2) uniforms at the completion of the probationary period and two (2) each year for full time employees, and one (1) for part time employees thereafter on an employee's anniversary date.

23.10 Bulletin Boards

The Employer agrees to provide a bulletin board in the facility and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

23.11 Shop Stewards

The Employer shall recognize shop stewards appointed by the Union in all areas of the facility however the performance of his/her duties shall not affect his/her work and shall not interfere with the operation of the business.

ARTICLE 24. TERM OF AGREEMENT

This Agreement shall be in force and effect from January 1, 2021 through December 31, 2023. This Agreement shall continue in full force and effect from year to year after December 31, 2023, unless written notice of desire to change, modify or terminate the Agreement is received by either party from the other at least ninety (90), but not more than one hundred twenty (120) days prior to December 31, 2023, or any subsequent annual expiration date thereafter. There will be wage reopeners in December 2021 and December 2022.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Collective Bargaining Agreement on the day and year indicated below.

FOR THE EMPLOYER:



Josh Legum
Chief Executive Officer

Date April 7, 2021

FOR THE UNION:



Paul Crandall
Secretary-Treasurer
UFCW Local 663

Date 5/11/2021